repair requests, etc) that meet the particular standard (e.g. "Percent of residential POTS installations completed within 24 hours").

Comparative reporting to monitor parity compliance simply requires that Bell Atlantic's retail performance for itself be compared directly to its wholesale performance for MCI. Thus, accurate comparisons are achieved by reporting all 'percent within a standard interval' measurements plus measurements of mean (average) performance.

Bell Atlantic must provide two types of reports: 1) Regulatory reports to commissions; and 2) Reports to the individual CLECs who operate in their territory. The focus of the regulatory reports is on the determination of whether or not Bell Atlantic has met its nondiscrimination obligation and, if not, to reveal the specific areas which require correction. MCI's focus will be on the details of the performance results provided MCI by Bell Atlantic and the ability to compare these results with Bell Atlantic's internal performance, as well as with the CLEC industry in aggregate. As a result, the reporting requirement is different for each type of report.

Regulatory Reports

The regulatory reports could be of an "exception" nature with a summary of results which allow the regulators to quickly and unambiguously determine whether or not Bell Atlantic has met its obligation. The regulatory reports would also contain a more detailed report, but only for those measurements which failed the parity test and only when Bell Atlantic is shown, by the summary report, not to be in compliance. This type of reporting allows the commissions to focus on only that subset of the data which is necessary for a determination of compliance and to direct compliance enforcement. Furthermore, only the CLEC aggregate results should be reported to the FCC. The CLEC aggregate as well an individual CLEC results should be reported to the state commissions. It is assumed that the FCC will monitor Bell Atlantic's compliance on an overall basis and the state commissions would focus on the specific non-compliance issues in their states which would include cases for which Bell Atlantic is in compliance in aggregate but may be providing non-parity performance for one or more CLECs.

Performance Reporting for CLECs

The reports to individual CLECs should be of a detailed nature. However, they should also include a summary report. The detailed reports to be provided to each CLEC should contain the statistical computations for the ILEC, the individual CLEC and the CLEC aggregate for each non-blank cell of the data structure containing the collected performance data.

Furthermore, the data structure containing the collected performance data should also be made available to each CLEC. This capability has been agreed to by at least one ILEC - BellSouth. Making these reporting and data availability capabilities available to each CLEC affords the CLEC the opportunity to validate the summary and exception regulatory reports provided to commissions.

MCI's reporting proposal is designed to meet both goals: determining whether objective standards are met and ensuring parity of service. This requires the inclusion of both 'percent within a standard interval' reports and 'mean (average) completion interval' reports.

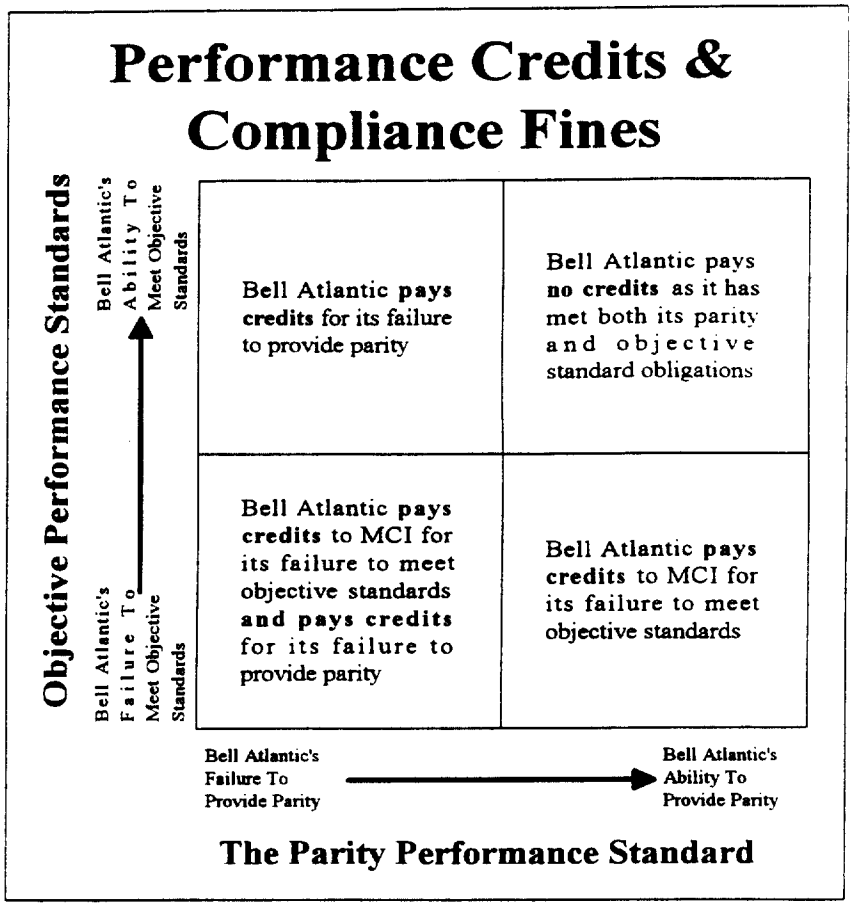
Other Issues

The ability to review and, if necessary, modify the standards, reporting and credits is an important part of MCI's proposal because as MCI enters the local market, experience may necessitate adjustments. This issue, along with many others, are addressed in the contract language at the beginning of MCI's original negotiations proposal.

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Enforcement Actions

Performance credits create an incentive for the ILEC to deliver the required quality of service to competing CLECs.



The total cost of non-compliance must be sufficiently high in order to persuade the ILEC to meet its obligations. Without substantial performance credits, the ILEC may choose to pay the penalty and consider it the price of maintaining its monopoly in local service. If the total cost of non-compliance penalties do not exceed the benefits the ILEC derives from blocking local competition, the ILEC has a strong incentive to pay the penalty and not meet its obligations.

Further, Bell Atlantic has a statutory obligation to provide parity to MCI and other competing CLECs. In addition to the calculation of performance credits for objective standard failures, credits must also be attached to Bell Atlantic's failure to provide parity.

There is a clear distinction between objective standards and their associated credits and the parity standard and its associated credits. The diagram demonstrates how these two concepts operate autonomously. When Bell Atlantic meets its objective performance standards, the ILEC is not relieved of its statutory obligation to provide parity to MCI. If Bell Atlantic's retail performance for itself is better then its wholesale performance for MCI, then credits for a failure to comply with its statutory parity requirement must apply.

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Performance credits for failed standards and credits for parity failures must not be the only available enforcement actions. MCI has therefore included the right to recover consequential damages, and the right to bring suit in federal court and file complaints at the Commission. These issues are addressed in more detail in section IV(c). Additionally, compliance enforcement mechanisms including suspension of 271 privileges are discussed in further detail in section E.

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Section B - Bell Atlantic Performance Measurements, Methodologies, and Objective Performance Standards

Pre-Ordering[4]

The **Average Response Interval for Pre-Ordering Information** is a critical measure of Bell Atlantic's OSS response time. As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, the current products and features the customer has, and the validity of the street address. Typically, this type of information is gathered from supporting OSS while the customer (or potential customer) is on the telephone with the customer service agent. Because pre-ordering activities are the first tangible contact that a customer may have with MCI, it is critical that the MCI be perceived as equally competent, knowledgeable and fast as a Bell Atlantic customer service agent. This measure is designed to monitor the time required for MCI to obtain the pre-ordering information necessary to establish and modify service.

The elapsed time for an ILEC query is measured from the point in time when the ILEC customer service agent submits the request for identical or similar information into the ILEC OSS until the time when the ILEC OSS returns the requested information to the ILEC customer service agent. As additional pre-ordering functionality is established by industry, for example with respect to unbundled network elements, the reporting dimensions may be expanded. Elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second. Elapsed time is to be measured through automated rather than manual monitor and logging. The ILEC service agent entry of a request for pre-ordering information (to the ILEC OSS) is considered to be the equivalent of the ILEC receipt of a query from the CLEC. The ILEC OSS return of information, whether in hard copy or by display on the ILEC service agent's terminal is considered equivalent to the return of requested information to the CLEC.

Comparison to the ILEC results allow conclusions whether an equal opportunity exists for the MCI to deliver a comparable customer experience (compared to Bell Atlantic) when a retail customer calls MCI with a service inquiry. Additionally, setting the benchmark (or

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[4] All Pre-Ordering measurements should be disaggregated by the following **Pre-Ordering Query Types**:

- due date reservation
- facility availability
- service availability information
- customer service records
- rejected or failed queries
- feature function availability
- street address validation
- appointment scheduling
- telephone number

performance standard) at **98% of queries received in less than or equal to 2 seconds** will allow MCI to plan for a consistent and appropriate OSS response time from Bell Atlantic for queries of less than 30 telephone numbers. **No query of less than 30 telephone numbers should exceed 5 seconds. For queries of 30 or more telephone numbers, the response interval is never to exceed two hours.**

The response interval for each pre-ordering query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data to the CLEC. Elapsed time is accumulated for each major query type. Then, the elapsed time is divided by the associated total number of query received by the ILEC during the reporting period.

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Ordering and Provisioning

In order to be successful in the marketplace, CLECs must be capable of delivering service in time frames equal or better than what the ILEC delivers for comparable service configurations. Likewise, when the CLEC commits to a due date for service delivery, the customer plans for service availability has been established and the customer will be dissatisfied if the requested service or feature is not delivered when promised. The **Average Completion Interval** measure monitors the time required by the ILEC to deliver integrated and operable service components requested by the CLEC, regardless of whether services resale or unbundled network elements are employed. When the service delivery interval of the ILEC is measured for comparable services, then conclusion can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The **Percent Orders Completed On Time** measure monitors the reliability of ILEC commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the average completion interval and percent completed on time may prove useful in detecting developing capacity issues.

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from Bell Atlantic's receipt of a syntactically correct order from MCI to Bell Atlantic's return of a valid completion notification to the MCI. Elapsed time for each order is accumulated for each reporting dimension[5]. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period.

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[5] **Average Completion Interval** and **Percent Orders Completed on Time** measurements should be disaggregated by the following **Standard Order Activities**:

- new service installations
- service migrations with changes
- move and changes activities
- service disconnects
- service migrations without changes
- local number porting (coordinated conversion)
- feature changes
- local number porting (non-coordinated conversion)

then by the following **Standard Service Groupings**:

- resold residence POTS
- resold residence ISDN
- resold Centrex/Centrex-like
- resold channelized T1.5 service
- UNE platform (at least DS0 loop + local switch + transport elements)
- unbundled DS0 loop
- other unbundled loops
- emergency services
- other UNEs
- resold business POTS
- resold business ISDN
- resold PBX trunks
- other resold services
- UNE channelized DS1 (DS1 loop + multiplexing)
- unbundled DS1 loop
- unbundled switch
- collocation provisioning

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

The percentage of orders completed on time is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed by the committed due date (as specified on the initial FOC returned to MCI). For each reporting dimension, the resulting count of orders completed no later than the committed due date is divided by the total number of orders completed with the resulting fraction expressed as a percentage.

The elapsed time for a Bell Atlantic order is measured from the point in time when Bell Atlantic customer service agent enters the order into Bell Atlantic order processing system until the date and time reported by Bell Atlantic installation personnel log actual completion of all work necessary to permit service initiation, whether or not Bell Atlantic initiates customer billing at that point in time. Results for MCI should be captured and reported at the order level (e.g., unique PON). The Completion Date is the date upon which Bell Atlantic issues the Order Completion Notice to the MCI. If MCI initiates a supplement to the originally submitted order and the supplement reflects changes in customer requirements (rather than responding to Bell Atlantic initiated changes), then the order submission date and time will be the date and time of Bell Atlantic receipt of a syntactically correct order supplement. No other supplemental order activities will result in an update to the order submission date and time used for the purposes of computing the order completion interval. Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour. Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays.

Unless otherwise noted, the performance standard **for order completion intervals for installations that do not require a premise visit and do not require anything beyond software updates is 1 business day**. The order completion intervals for **installations that involve a premise visit or physical work is three business days**. Exceptions include:

- **UNE Platform (at least DS0 loop + local switching + common transport elements) installation interval is 1 business day whether or not premise work is required.**
- **The installation interval for unbundled loops is always 1 business day.**
- **UNE Channelized DS1 (DS1 unbundled loop + multiplexing) installation interval is within 2 business days.**
- **Unbundled Switching Element installation interval is within 2 business days**
- **DS0/DS1 Dedicated Transport installation interval is within 3 business days**
- **All other Dedicated Transport installation interval is within 5 business days.**
- **The installation interval for all order involving only feature modification is 5 hours.**
- **Order completion interval for all disconnection orders is 1 business day.**
- **All suspend/block/restore orders completed within 5 business hours of receipt.**
- **Number Porting:**

- **1-19 lines/trunks within 3 days**
- **20-200 lines/trunks within 10 days**
- **>200 lines/trunks negotiated by case**
- **Automated cut-over within 2 hours**
- **Coordinated cut-over within 30 minutes**

These performance standards will allow MCI to make and keep consistent and adequate commitments to customers regarding the time to provision new service.

Customers expect that their service provider will deliver precisely the service ordered and all the features specified. This fact makes the **Percent Order Accuracy and Troubles Within 30 Days of Install**[6] measurements a fundamental part of an incumbent's self-reporting program. Any service provider that is unreliable, with respect to fulfilling orders, will not only generate ill-will with customers where errors are made, but will also incur higher cost due to rework and processing of customer complaints. This measurement monitors the accuracy of the provisioning work performed by Bell Atlantic, in response to MCI orders. When Bell Atlantic provides the comparable measure for its own operation then it is possible to know if provisioning work performed for MCI is at least as accurate as that performed by Bell Atlantic for its own retail local service operations.

For the Percent Order Accuracy measure, each order completed during the reporting period, the original account profile and the order that MCI sent to Bell Atlantic are compared to the services and features reflected upon the account profile as it existed following completion of the order by Bell Atlantic. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original and the post order completion account profile) completely and accurately reflect the activity specified on the original and supplemental MCI orders. "Total number of orders completed" refers to order completions received by MCI from Bell Atlantic for each reporting dimension identified below.

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[6] The **Percent Order Accuracy** and **Troubles Within 30 Days of Install** measurements should be disaggregated by the following **Standard Service Groupings**:

- resold residence POTS
- resold residence ISDN
- resold Centrex/Centrex-like
- resold channelized T1.5 service
- UNE platform (at least DS0 loop + local switch + transport elements)
- unbundled DS0 loop
- other unbundled loops
- emergency services
- other UNEs
- resold business POTS
- resold business ISDN
- resold PBX trunks
- other resold services
- UNE channelized DS1 (DS1 loop + multiplexing)
- unbundled DS1 loop
- unbundled switch
- collocation provisioning

For Troubles Within 30 Days of Install, count all lines who's trouble report date is less than 30 days out from the date notification of completion. This number should be divided by the total number of notifications for the report period and reported as the percentage of completed orders with trouble reported within the first 30 days.

- **Order Supplements -** If MCI initiates any supplements to the originally submitted order, for the purposes of reflecting changes in customer requirements, then the cumulative effect of the initial order and all the supplemental orders will be the compared with differences determined by comparison of the pre and post order completion account profiles.
- **Completion Notices** - To the extent that Bell Atlantic supplies a completion notice containing sufficient information to perform validation of the order accuracy, then the Completion Notice information can be utilized in lieu of the comparison of the "before" and "after" account profiles. Use of the completion notice for this purpose would need to be at the mutual agreement of Bell Atlantic and the MCI.
  All Orders - The comparison is between the MCI order and the account profile as it existed before and after order completion.
- **Service Profile** - If a sample is employed for this measurement, then Bell Atlantic should also be prepared, if requested, to provide the percentage distribution of order activity types represented within each service type for both the Bell Atlantic and the MCI sample.

Sampling may be utilized to establish order accuracy provided the results produced are consistent with the reporting dimensions specified, the sample methodology is disclosed in advance and reflects generally accepted sampling methodology, and the sampling process may be audited by the CLEC.

An Order Accuracy performance standard that calls for **all of MCI's orders, by reporting dimension, are accurate no less than 99% of the time** will ensure that MCI receives a consistent and adequate level of service from Bell Atlantic. Additionally, **less than 3.5% of completed orders should receive a trouble report in the first 30 days of service.**

Order status measurements[7], including **Reject Interval, Mean FOC Interval, Mean Jeopardy Interval, Mean Notification of Completion Interval**, and **Percent**

[7] All order status measurements including, **Average Offered Interval, Reject Interval, Mean FOC Interval, Mean Jeopardy Interval, Mean Notification of Completion Interval**, and **Percent Jeopardies Returned** should be disaggregated by the following **Standard Order Activities**:

- new service installations
- service migrations with changes
- move and changes activities
- service disconnects
- service migrations without changes
- local number porting (coordinated conversion)
- feature changes
- local number porting (non-coordinated conversion)

Jeopardies Returned, are essential elements of MCI's ordering and provisioning processes. When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. A service provider that cannot fulfill such expectations will generate customer dissatisfaction. Lengthy delays in exchange of status information will result in the delay of other customer affecting activities: Inside wiring activity is often not confirmed until the firm order confirmation is returned, and customer billing will not be initiated until MCI receives the order completion notice. to cite two examples of impact. The order status measurements monitor, when compared to Bell Atlantic's result, that MCI has timely access to order progress information so that the customer may be updated or notified, early on, when changes and rescheduling are necessary. Furthermore, the Percent Jeopardies Returned will measure for the MCI, when reported in comparison to Bell Atlantic's result, will gauge whether initial commitments to MCI for order processing are at least as reliable as the commitments that Bell Atlantic makes for its own operations.

Order status intervals measure the elapsed time necessary to provide a notice to the CLEC that an "unexpected" condition has been encountered when processing an order. Order status includes notification of order rejection due to violation of order content or syntax requirements, confirmation of order acceptance, jeopardy of an order due to the inability to complete work as originally committed and work completion notification. The interval required to supply each of these four preceding major categories of status must be separately monitored and reported.

Average Offered Interval is the elapsed time between Bell Atlantic acceptance of a syntactically correct order and the committed completion date on the Firm Order Confirmation. The interval measurement starts when Bell Atlantic accepts (acknowledges) the order from MCI. The interval measurement stops at the committed order completion date on the FOC. The elapsed time is accumulated by order type with the resulting accumulated time averaged for all Bell Atlantic accepted orders in the report period.

Mean Reject Interval is the elapsed time between Bell Atlantic receipt of an order from MCI to Bell Atlantic's return of a notice of a syntax rejection to the MCI. The time measurement starts when Bell Atlantic accepts (acknowledges) the order from MCI. The time measurement stops when Bell Atlantic returns a rejection notice to the MCI. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of rejected orders associated with the particular service and order type.

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Mean FOC Interval is the elapsed time between Bell Atlantic acceptance of a syntactically correct order and the return of a confirmation to MCI that the order will be worked as submitted or worked with the modifications specified on the confirmation. The time measurement starts when Bell Atlantic accepts (acknowledges) the order from MCI. The time measurement stops when Bell Atlantic returns a valid firm order confirmation to the MCI. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of orders associated with the particular service and order type.

Mean Jeopardy Interval is the remaining time between the pre-existing committed order completion date and time (communicated via the FOC) and the date and time Bell Atlantic issues a notice to MCI indicating an order is in jeopardy of missing the due date. The scheduled completion time will be assumed to be 5:00 p.m. local time unless other information is communicated in the FOC. The date and time of the jeopardy notice delivered by Bell Atlantic is subtracted from the scheduled completion date to establish the jeopardy interval for any order placed in jeopardy. The jeopardy interval is accumulated by standard order activity with the resulting accumulated time then divided by the count of orders associated with the particular service and standard order activity.

Mean Notification of Completion Interval is the elapsed time between the Bell Atlantic technician's reported completion of physical work and the issuance of a valid completion notice to MCI. Where physical work is not required, such as in the case of software-only changes, the elapsed time will be measured beginning at 5:00 p.m. local time of the date for the committed completion and will end when Bell Atlantic returns a valid completion notice to MCI. If a valid completion notice is returned before 5:00 p.m. on the committed completion date and no physical work is involved, then the elapsed time will be recorded as 1/10 hour. The elapsed time is accumulated by order type with the resulting accumulated time then divided by the count of orders associated with the particular service and order type.

Percent Jeopardies Returned is the percentage of total orders processed for which Bell Atlantic notifies MCI that the work will not be completed as committed on the original FOC. The measurement result is derived by dividing the count of jeopardy notices Bell Atlantic issues to MCI by the count of FOCs returned by Bell Atlantic during the identical period.

When Bell Atlantic processes orders for MCI via different interfaces (e.g., ASR and EDI) then the preceding measurement must be computed for each interface arrangement. All intervals are measured in hours and hundredths of hour rounded to the nearest hundredth. Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays. "Syntactically correct" means all

fields required to process an order are populated and reflect the correct format. Bell Atlantic service agent's attempt to submit an order for processing by Bell Atlantic's OSS is considered equivalent to Bell Atlantic's acknowledgment of MCI's order. The Bell Atlantic OSS's return of any indication to the service agent that an order cannot be processed as submitted is considered equivalent to Bell Atlantic's return of a rejection notice to MCI. Return of any information (e.g., order recapitulation) to Bell Atlantic customer service agent that indicates the order can be processed, is the equivalent of Bell Atlantic's return of a FOC to MCI. Logging of information in Bell Atlantic's OSS, whether manual or automatic, that indicates an order may not be completed by the existing due date, is equivalent of the return of a jeopardy notice to MCI regardless of whether or not Bell Atlantic takes action based upon such information. Automatic logging of work completion and manual logging of work completion, whether input to directly to Bell Atlantic's OSS or into an intermediate storage devise, is considered the equivalent of the return of a completion notice to MCI.

Performance standards should be attached to order status measurements to ensure that MCI receives a consistent and adequate level of service from Bell Atlantic. **The Average Offered Interval must be offered at parity with Bell Atlantic retail operations. No less than 97% of Rejects in a reporting period are returned within 15 seconds. All Firm Order Confirmations are returned within 4 hours. No less than 97% of notifications of order completion are returned within 30 minutes of work. No less than 97% of Jeopardies should be received by MCI a minimum of 2 business days prior to the due date indicated on the final FOC. No more than 5% of the total number of orders should result in a Jeopardy in any given report period.**

Held orders measurements[8], including **Percent Orders Held ≥ 15 Days** and **Percent Orders Held ≥ 90 Days**, are essential to MCI's ability to ensure timely order completion to its customers. Customers expect that work will be completed when promised. Therefore, when delays occur in completing MCI's orders, there must be assurances that

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[8] All held orders measurements, [8], including **Percent Orders Held ≥ 15 Days** and **Percent Orders Held ≥ 90 Days** should be disaggregated by the following **Standard Service Groupings**:

- resold residence POTS
- resold residence ISDN
- resold Centrex/Centrex-like
- resold channelized T1.5 service
- UNE platform (at least DS0 loop + local switch + transport elements)
- unbundled DS0 loop
- other unbundled loops
- emergency services
- other UNEs
- resold business POTS
- resold business ISDN
- resold PBX trunks
- other resold services
- UNE channelized DS1 (DS1 loop + multiplexing)
- unbundled DS1 loop
- unbundled switch
- collocation provisioning

the average period MCI orders are held, pending a delayed completion, is no worse for MCI when compared to Bell Atlantic orders.

These measurements are computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated (by standard service grouping and reason for the order being held, if identified.) The total number of day accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.

This "percentage orders held" measure is complementary to the held order interval but is designed to detect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 (or 15) days, are counted by service type. The total number of pending and past due orders for the same service type are counted (as was done for the held order interval) and divided into the count of orders held past 90 (or 15) days.

The "held order" measure established by some state commissions as part of minimum service standards is analogous to this proposed measure but, because it is typically limited to monitoring only those orders held because of facility shortages, needs to be expanded to include all reasons that an order is past due. Order Supplements - If the CLEC initiates a supplement to the originally submitted order for the purpose of reflecting changes in customer requirements, then the due date returned on the FOC will be the basis for the preceding calculations. No other supplemental order activities will result in an update to the committed due date. See "Order Status" measurement definitions for discussion of the ILEC analog to a completion notice. The held order interval is measured in calendar rather than business days.

Performance standards should be attached to held orders measurements to ensure that MCI receives a consistent and adequate level of service from Bell Atlantic. **Less than 0.1% of orders held for more than 15 calendar days and no orders held for more than 90 calendar days**.

Percentage Flow Through identifies the total orders processed from acceptance at the ILEC gateway to the ILEC service order processor and other legacy systems without

manual intervention. Manual intervention delays the processing of CLEC orders in a manner not experienced by the ILEC's similarly situated orders.

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Maintenance and Repair[9]

The **Mean Time to Restore** measurement will allow MCI to ensure that network troubles are resolved for its customers in a timely fashion. Customers expect prompt restoral of service to the normal operating parameters whenever troubles are detected. The longer the time required to correct a service problem, the greater the customer dissatisfaction. This measure, when collected for both the CLEC and ILEC and compared, monitors that CLEC maintenance requests at least as quickly as ILEC maintenance requests.

The restoral interval for resolution of customer requested maintenance and repair is the elapsed time, measured in hours and tenths of hours, measured from the CLEC logging a trouble ticket with the ILEC, regardless of the ultimate resolution of the trouble, to the time the ILEC returns a valid trouble resolution notification to the CLEC. The elapsed time is accumulated by service type and trouble disposition for the reporting period. The accumulated time is divided by the count of maintenance tickets reported as resolved by the ILEC (by service type and trouble disposition and cause) during the report period.

Elapsed time is measured on a 24 hour day, seven days a week basis. The time is measured in hours and hundredths of hours rounded to the nearest hundredth hour. Multiple reports for the same customer service are treated as separate incidents. "Restore" means to return to the normally expected operating parameters for the service regardless of whether or not the service, at the time of trouble ticket creations, was operated in a degraded mode or was completely unusable. A trouble ticket or trouble report is any record (whether paper or electronic) by Bell Atlantic for the purpose of

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[9] All maintenance and repair measurements should be disaggregated by the following **Standard Service Groupings**:

- resold residence POTS
- resold residence ISDN
- resold Centrex/Centrex-like
- resold channelized T1.5 service
- UNE platform (at least DS0 loop + local switch + transport elements)
- unbundled DS0 loop
- other unbundled loops
- emergency services
- other UNEs
- resold business POTS
- resold business ISDN
- resold PBX trunks
- other resold services
- UNE channelized DS1 (DS1 loop + multiplexing)
- unbundled DS1 loop
- unbundled switch
- collocation provisioning

then by the following **Disposition and Cause Dimensions**:

- out of service no dispatch
- hold open for monitoring
- no trouble found
- interoffice facilities
- all other troubles
- out of service with dispatch
- customer premise equipment trouble (including inside wire)
- central office equipment
- loop/access line
- no access

monitoring action and disposition of a service repair or maintenance situation. Bell Atlantic acceptance of a trouble by the call receipt agent is considered equivalent to MCI logging or submitting a trouble to Bell Atlantic. Bell Atlantic closure of a trouble ticket (whether automatic or manual) is considered equivalent to returning a trouble resolution notice to MCI. "Out of service" means that the customer has not dial tone. "Dispatch" means that Bell Atlantic repair personnel must be dispatched to a location outside a Bell Atlantic building (to customer premises or other off-site facilities) to resolve the trouble

Performance standards must be attached to the Mean Time to Restore measurement to assure that MCI receives a consistent and adequate level of performance from Bell Atlantic. **For out of service conditions where dispatch is required, ≥ 90% of troubles should be resolved within 4 hours, ≥ 95% resolved within 8 hours, and ≥ 99% resolved within 16 hours. For out of service conditions where no dispatch is required ≥ 85% of troubles should be resolved within 2 hours, ≥ 95% resolved within 3 hours, ≥ 99% resolved within 4 hours. All other troubles resolved within 24 hours.**

The **Repeat Trouble Rate** measure is essential to monitor recurring troubles experienced by MCI customers. Customers are keenly aware of the effectiveness of repair activities. First time troubles are sufficiently annoying and disruptive. When the trouble recurs within a short time frame it is even more dissatisfying. This measurement, when gathered for both Bell Atlantic and MCI can establish whether or not MCI is competitively disadvantaged (vis-à-vis Bell Atlantic) as a result of experiencing more frequent occurrence of customer troubles not being resolved in the first attempt to repair the trouble. Differences in this measure may indicate that MCI is receiving inferior maintenance support in the initial resolution of troubles or, in the alternative, it may indicate that the network components supplied are of inferior quality.

The repeat trouble rate measure is computed by accumulating the number of instances where a trouble ticket is submitted by MCI to Bell Atlantic for a service arrangement that had at least one prior trouble ticket any time in the 30 calendar days preceding the creation of the current trouble ticket. The number of repeat troubles are accumulated for the reporting period by service type. The count of repeat troubles, by service type, is divided by the count of initial trouble reports (by service type) received during the report period.

No trouble types are excluded (for example, trouble dispositions of "no access" are included). Unbundled loops or UNE combination involving and unbundled loops are considered a "service access line". The "same service arrangement" means a trouble report being reported for the same telephone number or the same circuit identifier. The trouble resolution need not be identical between the repeated reports for the incident to be counted as a repeated trouble.

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

To ensure that MCI customers do not experience an inordinate amount of repeat troubles, **less than 1% of trouble reports, by service type, experience a repeat report, regardless of the trouble disposition, within a 30 day period**.

The **Frequency of Troubles** (Troubles per 100 Lines) measurement is a critical measurement of network quality. Customers demand high quality of service performance from their supplier and differentials in performance are quickly recognized throughout the market place. Poor performance is difficult to overcome and may require lengthy periods of sustained superb performance in order to re-establish a product image that has been tarnished. When measured for both Bell Atlantic and MCI and compared, this measure can be used to establish that MCI is not competitively disadvantaged, compared to Bell Atlantic, as a result of experiencing more frequent incidents of trouble reports. Disparity in this measure may indicate differences in the underlying quality of the network components supplied.

The frequency of trouble metric is computed by accumulating, by standard service grouping and disposition and cause, the total number of maintenance tickets logged by MCI (with Bell Atlantic) during the reporting period. The resulting number of tickets for each disposition and cause is accumulated within each standard service grouping, is divided by the total number of "service access lines" existing for MCI at the end of the report period.

This measure is frequently a minimum service standard required by state commissions for monitoring Bell Atlantic's performance. There are no trouble types that are excluded from this measurement. Unbundled loops or UNE combinations involving unbundled loops would be counted as a "service access line".

To ensure that MCI customers receive a consistent and quality experience with few network troubles, **less than 1.5% of lines, by service type, experience a trouble in a report period**.

Estimated Time to Restore Met is essential to monitor Bell Atlantic's ability to resolve customer troubles within the timeframes quoted by Bell Atlantic. When customers experience trouble on working services, they naturally expect the services to be restored within the time frame promised. When such commitments are not fulfilled, an already unsatisfactory condition, in the customer's eyes, becomes even worse. When this measure is collected for Bell Atlantic and MCI and then compared, it can be used to establish that MCI is receiving equally reliable (as compared to Bell Atlantic's operations) estimates of the time required to complete service repairs.

The computation of the measure is as follows: The quoted repair completion date and time is compared to the actual repair date and time (ticket closure as defined in Time to

Restore metric). In each instance where the actual repair date and time is on or before the initially provided estimated or quoted date and time to restore, the count of "troubles resolved within estimate" is incremented by one for the relevant "service type" and "disposition and cause". The resulting count is divided by the total number of troubles resolved (for the consistent service type - disposition and cause), for the report period, where a estimated interval was provided or a standard interval existed.

The Bell Atlantic analog for this measure is derived by comparing the actual date and time of Bell Atlantic trouble ticket closure compared to the projected trouble clearance date and time established through Bell Atlantic agent's on-line interaction with Bell Atlantic's work management system, regardless of whether or not Bell Atlantic currently quotes this information to its retail customer. There are no trouble types that are excluded from this measurement. The "quoted" or "estimated" time to restore is the actual schedule time projection returned by Bell Atlantic work management system or the standardized repair interval that Bell Atlantic uses for its own operations when equivalent service arrangements are involved. If Bell Atlantic supplies only the estimated repair interval, then the estimated date and time of repair is determined by adding the repair interval to the date and time that MCI logged the repair request with Bell Atlantic.

A performance standard is necessary to ensure that MCI's troubles are consistently resolved within Bell Atlantic's estimated timeframes. **Greater than 99% of a maintenance problems, by service type, are corrected by the quoted or estimated date and time of repair.**

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

General

A **Percent System Availability**[10] measurement will ensure that OSS availability can be accurately monitored. Access to essential business functionality, supported by OSS of Bell Atlantic, is absolutely essential to MCI operations. This measure monitors that such OSS functionality is at least as accessible to MCI as to Bell Atlantic and establishes a performance benchmark that will allow MCI to count on **less than 0.1% of unplanned down time, by interface type, during either business period**.

The total "number of hours functionality was scheduled to be available" is the cumulative number of hours (by date and time on a 24 hour clock) over which Bell Atlantic planned to offer and support MCI access to Bell Atlantic's OSS functionality during the reporting period. Bell Atlantic must provide a minimum advance notice of one reporting period regarding availability plans and such plans must be interface-specific. If scheduled availability is not provided with at least one report period advance notice then the default availability for the subsequent reporting period will be seven days per week, 24 hours per day.

"Hours Functionality is Available" is the actual number of hours, during scheduled available time, that the Bell Atlantic gateway or interface is capable of accepting MCI transactions or data files for processing in the gateway / interface and supporting OSS.

The actual time available is divided by the scheduled time available and then multiplied by 100 to produce the "% system availability" measure. The "% system availability" measure is required for each unique interface type offered by Bell Atlantic.

Each Bell Atlantic OSS that is employed in the support of MCI operations must first be identified by supported functional area (e.g., pre-ordering, ordering and provisioning, repair and maintenance and billing) with such mapping disclosed to MCI. The "available time" and "scheduled available time" is gathered for each of the identified Bell Atlantic OSS during the report period. The OSS function availability is computed based upon the weighted average availability of the subtending support OSS. That is, the available time for each OSS supporting a functional area is accumulated over the report period and then divided by the summation of the scheduled available time for those same supporting OSS.

Bell Atlantic analogs for this performance measure are the internal measures of system downtime (up time) typically established between the Bell Atlantic Systems Management Organization and the client organizations. OSS scheduled and available time may be utilized in the computation of more than one functional area. Parity exists if MCI **Percent**

[10] **Percent System Availability** measurements should be disaggregated by:

- interface type offered for each functional area
- peak / off-peak

System Availability ≥ Bell Atlantic function availability for the functionality accessed by MCI. "Capable of accepting" must have a meaning consistent with Bell Atlantic's definition of down time, whether planned or unplanned, for internal Bell Atlantic systems having a comparable potential for customer impact. Time is measured in hours and tenths of hours rounded to the nearest tenth of an hour.

The responsiveness[11] of Bell Atlantic's representatives will be a critical piece of MCI's ability to provide quality service to its end users. **Mean Time to Answer Calls** and **Call Abandonment Rate** measurements will effectively monitor the responsiveness of Bell Atlantic's service representatives. When MCI experiences operational problems dealing with Bell Atlantic processes or interfaces, prompt support by Bell Atlantic will be required in order to assure that MCI's customers are not adversely impacted. Any delay in responding to MCI center requests for support (e.g., request for a vanity telephone number) will, in turn, adversely impact MCI's retail customer who may be holding on-line with the MCI customer service agent. This measure, when gathered for both MCI and Bell Atlantic, monitors Bell Atlantic's handling of support calls from MCI is at least as responsive as for calls by Bell Atlantic retail customers seeking assistance (e.g., calling the business office of Bell Atlantic or call Bell Atlantic to report service repair issues).

Speed of answer (mean time to answer calls) and call abandonment rates are monitored through the call management technology utilized to distribute calls to Bell Atlantic agents supporting MCI activities (i.e., call receipt personnel staffing Bell Atlantic support centers intended for MCI use). Results for each measure are to be provided separately for each center handing MCI inquiries. If centers deployed by Bell Atlantic support multiple functions (e.g., both maintenance and provisioning) then the results for each function supported should be separately reported, if feasible.

Speed of Answer is determined by measuring and accumulating the elapsed time from the entry of an MCI call into Bell Atlantic's call management system until MCI call is transferred to Bell Atlantic personnel assigned to handling MCI calls for assistance. The elapsed time is measured in seconds and tenths of seconds rounded to the nearest tenth of a second.

The Call Abandonment Rate is also monitored through the call management technology for MCI service agents. The number of calls received by the call distribution system is counted for the reporting period, regardless whether the call actually is transferred to an agent for processing. In addition, a count is accumulated of all calls received into the call distribution system that are subsequently terminated by the calling party or due to

[11] Center responsiveness measurements, including **Mean Time to Answer Calls** and **Call Abandonment Rate**, should be disaggregated by support center type (e.g. center supporting CLEC maintenance, center supporting CLEC provisioning, Bell Atlantic center supporting retail customer maintenance calls, Bell Atlantic center supporting business office inquiries.

equipment failure before transfer to the service agent for processing. This call termination may occur at any point (e.g., the call may be within an Automatic Call Distributor, within a Voice Response Unit, in an answer queue, or at any other point in the call management system.)

Both Speed of Answer and Call Abandonment Rate, as it relates to Bell Atlantic, will be measured in an identical manner as described for MCI. The results for Bell Atlantic business office operations and its repair bureau operations should be separately accumulated, computed and retained. Where call receipt for such operations are commingled and inseparable, then only a single results for each measure will be generated and serve as the comparative result for both MCI repair support and MCI provisioning support results.

Speed of Answer minimum service standards, established in many states for business office, maintenance center, and/or operator services represent a similar Bell Atlantic measure and are derived from identical data (although the result displayed may be in comparison to a pre-established standard performance minimum). For Bell Atlantic and MCI calls, a Bell Atlantic agent answering and placing the caller on hold does not stop timing for purposes of the speed of answer interval. A Voice Response Unit does not stop the timing for purposes of the speed of answer interval. For a call to be considered answered, the live Bell Atlantic gent must handle the MCI request. Results may be reported for the CLEC industry in aggregate to the extent separate carrier-specific support centers are not provided. If separate centers are provided (either for an individual CLEC or a group of CLECs) then results should be gathered and supplied for each center and reported to the CLEC(s) based upon the center providing the specific CLEC's support. If the Bell Atlantic call management technology cannot measure speed of answer for on a call-specific basis, then an alternate methodology that simulates speed of answer based upon the average time for component parts of the call (e.g., queue to IVR + IVR to queue + queue to agent answer) can be utilized by mutual consent of Bell Atlantic and CLECs.

A performance standard must be attached to center responsiveness measurements to ensure that MCI receives consistent and adequate call center support from Bell Atlantic. **Greater than 95% of the calls, by center, are answered within 20 seconds. All calls are answered within 30 seconds.**

PERFORMANCE MEASUREMENTS, STANDARDS, AND ENFORCEMENT ACTIONS

Billing[12]

Billing timeliness measurements, including **Mean Time to Provide Recorded Usage Records** and **Mean Time to Deliver Invoices**, are necessary to ensure that MCI and its customers receive billing in a timely fashion. Regardless whether the billing is for retail customer or exchange access service, the timing of Bell Atlantic's delivery of billing records must provide MCI with the opportunity to deliver timely bills in as timely a manner as Bell Atlantic; otherwise artificial competitive advantage would be realized by the Bell Atlantic. The Mean Time to Provide Recorded Usage Records and the Mean Time to Deliver Invoices measures monitor this situation.

This usage records timeliness measure captures the elapsed time between the recording of usage data generated either by MCI's retail customers or by MCI's access customers (by the AMA recording equipment associated with the Bell Atlantic switch) and the time when the data set, in a compliant format, is successfully transmitted to MCI. For each usage record, the calendar date and time of usage recording is compared to the calendar date and time of successful completion of data set transmission to MCI. The number of hours and tenths of hours elapsed between message recording and data set transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each usage record with the resulting total number of hours accumulated being divided by the number of complete usage records in all the data sets transmitted.

This invoice timelines measure captures the elapsed number of days between the scheduled close of a Bill Cycle and Bell Atlantic's successful transmission of the associated invoice to MCI. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to MCI completes. The number of calendar days elapsed between scheduled Bill Cycle close and completion of invoice transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each invoice with the resulting total number of days accumulated being divided by the number of complete invoices sent in the reporting period.

The elapsed time for delivery of Bell Atlantic usage records is measured from the time of message recording, as captured on the AMA tape of Bell Atlantic, to the time the reformatting of the AMA tape to an EMR format (or equivalent) is completed. The elapsed time Bell Atlantic invoice delivery is measured from the scheduled close date of the retail customer bill cycle to the production of the customer bill in electronic format (i.e., bill is ready for printing) appropriate for delivery to retail customers regardless

[12] All billing measurements should be disaggregated by:

- end user usage records
- alternately billed usage records
- unbundled element invoices (UNE)
- access usage records
- wholesale bill invoices (TSR)

whether or not such a distribution is immediately undertaken. Mean time to deliver usage records is to be reported separately for end user usage, access related usage. Alternately billed usage (e.g., bill-to-third party, collect, credit card usage processed through CMDS), although commingled on the daily usage feeds to MCI, is to be monitored separately from the directly billed usage with respect to timeliness because of the different and more time consuming settlements and clearing process associated with such usage.

A performance standard for billing timeliness should be attached to these measurements to ensure that MCI receives a consistent and adequate level of service from Bell Atlantic. **For usage records, separately for access usage and end user usage, greater than 99.9% records received within 24 hours or usage recording. All usage is received within 48 hours of usage recording. Greater than 99.95% of services resale invoices received within 10 calendar days of bill cycle close. Greater than 99.95% of wholesale (UNE) invoices received within 10 calendar days of bill cycle close.**

Billing accuracy measurements including, **Percent Invoice Accuracy** and **Percent Usage Accuracy**, will monitor the accuracy of the billing that is delivered to MCI and ultimately to MCI's customers. The accuracy of billing records affects the accuracy of the billing ultimately delivered to local service customers, whether retail service or exchange access service customers. Billing for the elements from which MCI services are constructed must be validated to assure that only correct charges are paid. This validation is necessary to assure that the cost structure for services is not inflated. Furthermore, charges such as "time and material" related charges may be on the invoice and need to be promptly passed on to customers (by MCI) to avoid dissatisfaction regarding the timeliness of MCI billing and to minimize customer inquiries on late billing. Fair competition requires that the accuracy of billing records (both usage and invoices) delivered by Bell Atlantic to MCI must provide MCI with the opportunity to deliver bills at least as accurate as those delivered by Bell Atlantic. Producing and comparing this measurement result for both Bell Atlantic and MCI allows a determination as to whether or not parity exists.

Bell Atlantic must establish a quality control process that is disclosed to MCI and that is no less rigorous than the most rigorous quality monitoring established in the Bell Atlantic billing service contracts for long distance service providers. The quality monitoring process must be disclosed in advance and process auditing must be permitted. The records and invoices delivered by Bell Atlantic must simultaneously meet the standards relating to content, accuracy and formatting in order to be counted as accurate. Each of the above measurements, is expressed as a ratio (expressed as a percentage) of accurate records (or invoices) to the total records (or invoices) delivered.

The results computation for Bell Atlantic is identical to that described for MCI. The usage accuracy determination is based upon comparison of the usage records, following conversion to the EMR (or equivalent) format as compared to the internally established

content and formatting requirements. Likewise, the accuracy measure for invoice delivery will be based upon a statistically reliable comparison of Bell Atlantic invoices to the content, calculation methodology and formatting standards of Bell Atlantic. Separate comparisons are to be made for retail service invoices and access invoices with the results compared to wholesale (TSR) and UNE invoices, respectively.

The usage accuracy measure identified here is similar to the type of measures tyat Bell Atlantic commonly has instituted in service contracted established with long distance service suppliers who use Bell Atlantic billing services. The wholesale invoice accuracy identified here is analogous to the measures contained within the Billing Quality Assurance Programs that Bell Atlantic has with long distance carriers for monitoring access billing quality. If a sampling process is used to monitor accuracy, then the study results must be reconfirmed no less than quarterly

A billing accuracy performance standard must be attached to these measures to ensure that MCI receives a consistent and adequate level of performance from Bell Atlantic. Greater than 99.94% of usage records transmitted, by usage type, reflect the agreed upon format and contain complete information. Greater than 99.94% of wholesale bill, by invoice type, are financially accurate. (less than 60 errors per 1 million records)